IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.1765 OF 2004

Mitsui & Co. (Canada) Ltd. Plaintiff

versus

Boiler Tube Co.Pvt.Ltd. & another Defendants

Mr.Kapadia i/by Rajani Associates for plaintiff

Mr.D.V.Datar i/by Pardiwala for Defendant no.1.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 17th April 2006

PC :

1. Consent terms signed by the constituted attorney of the plaintiff as also their advocates and Directors/Authorised Signatory of defendant no.1 and their advocates, are taken on record and marked "X" for identification.

2. The dispute is settled by the parties in terms of the ad-interim order passed in the Notice of Motion and it is provided in the terms that the amount deposited in this Court by defendant no.2, which is a formal party, would be

allowed to be taken away by the plaintiff, save and except a sum of Rs.10.00 lakh.

3. Shri Kapadia - learned counsel for the plaintiff states that no relief is being claimed against defendant no.2 as the dispute about entitlement of the monies deposited by it, is between plaintiff and defendant no.1. They having agreed to settle the same in terms of the agreement recorded in these consent terms, as far as defendant no.2 is concerned, the suit will stand dismissed for want of prosecution.

4. Order in terms of consent terms. Suit disposed of accordingly. Refund of court fee as per rules. No order as to costs. All concerned including Prothonotary and Senior Master of this Court to act on an ordinary copy of this order duly authenticated by Registry. Issuance of Certified Copy is expedited.

(S.C.DHARMADHIKARI, J.)